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VIA ECFS, EMAIL, AND FIRST CLASS MAIL

Jason E. Rademacher
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*Re: STELAR Feasibility Certification, Market Modification Pre-Filing Coordination Letter
for WSAW-TV, MB Docket No. 15-71*

Dear Mr. Grant:

DISH Network L.L.C. (“DISH”) is in receipt of your pre-filing coordination letter (“Letter”),¹ pursuant to the procedures set forth in the Federal Communications Commission’s (“FCC”) rules governing market modifications for satellite carriers under the STELA Reauthorization Act of 2014 (“STELAR”).²

The Letter requests information regarding carriage of WSAW-TV of Wausau, into Iron County and Ashland County, Wisconsin. The attached Feasibility Certification pursuant to 47 C.F.R. § 76.59(e) reflects DISH’s response to the Letter.

Please contact me if you have any questions.

Sincerely,

/s/ Alison Minea

Alison Minea
Director & Senior Counsel, Regulatory
Affairs

Attachment: Feasibility Certification Pursuant to 47 C.F.R. § 76.59(e)

¹ Letter from Jason E. Rademacher, Counsel to Gray Television Licensee, LLC to Alison A. Minea, DISH, July 6, 2016.

² See Amendment to the Commission’s Rules Concerning Market Modification, Implementation of Section 102 of the STELA Reauthorization Act of 2014, *Report and Order*, MB Docket No. 15-71, FCC 15-111, ¶ 47 (Sept. 2, 2015) (“*Market Modification Order*”). See also STELA Reauthorization Act of 2014 (STELAR), § 102, Pub. L. No. 113-200, 128 Stat. 2059, 2060-62 (2014) (codified at 47 U.S.C. § 338(l)).

FEASIBILITY CERTIFICATION PURSUANT TO 47 C.F.R § 76.59(e)

1. This Feasibility Certification is issued by DISH Network L.L.C. (“DISH”) pursuant to the pre-filing coordination procedures contained in the Federal Communications Commission’s (“FCC”) Order¹ governing market modifications for satellite carriers under the STELA Reauthorization Act of 2014 (“STELAR”).²
2. This Feasibility Certification responds to the letter (“Letter”) dated July 6, 2016 from Jason E. Rademacher requesting information regarding carriage of WSAW-TV, Wausau, Wisconsin (the “Station”) into Iron County and Ashland County, Wisconsin (together, the “Counties”).
3. DISH carries WSAW-TV only on spot beams on a satellite located at the 129° W.L. orbital slot. DISH also provides TV service from several other orbital slots.
4. The ability of an individual DISH subscriber in each of the Counties to receive the Station from DISH depends on, among other things, how the subscriber’s individual satellite antenna was originally installed and pointed, and whether that subscriber is predicted to have adequate spot beam coverage from the satellite that carries the Station.
5. In general, a DISH customer’s satellite antenna, when installed, is pointed so that it can receive satellite signals from specific orbital slots. Receiving service from orbital slots not planned for in the original equipment installation at the subscriber’s home typically would require DISH to send a truck and technician to adjust equipment or install different equipment, which would impose a very substantial cost burden on DISH.
6. Although the relevant spot beams that carry the Station do cover the Counties, only a subset of DISH subscribers in the Counties currently have a satellite antenna and related equipment that was installed to receive DISH service from the 129° W.L. orbital slot. DISH subscribers in either of the Counties that do not receive service from the 129° W.L. orbital slot today would be unable to receive the Station, even though the relevant spot beams cover the subscriber’s house. That subset of DISH subscribers in the Counties would require a truck roll and technician to adjust equipment or install different equipment in order to receive service from the 129° W.L. orbital slot.
7. Providing the Station to the Counties would create a complex patchwork of different customer scenarios. Among other things, DISH would need to parse its subscribers in the Counties into different groups depending on whether they are set up to receive service from the 129° W.L. orbital slot. DISH would need to make, among other things, operational and billing changes in an attempt to manage these two different cases. And

¹ Amendment to the Commission’s Rules Concerning Market Modification, Implementation of Section 102 of the STELA Reauthorization Act of 2014, Report and Order, MB Docket No. 15-71, FCC 15-111, ¶ 47 (Sept. 2, 2015) (“*Market Modification Order*”).

² STELA Reauthorization Act of 2014 (STELAR), § 102, Pub. L. No. 113-200, 128 Stat. 2059, 2060-62 (2014) (codified at 47 U.S.C. § 338(l)).

attempting to target the provision of the Station to the subset of DISH subscribers in the Counties who might be able to receive it would cause customer confusion and frustration. For example, one DISH subscriber might be able to receive the Station while her neighbor could not. This, in turn, could lead to a poor customer service experience and a burden on DISH if a subscriber requested to have a technician sent to adjust and replace equipment at DISH's expense in order to receive service from a different orbital location.

8. As a result, DISH has determined that it would be "technically infeasible" and "economically infeasible" pursuant to 47 C.F.R. § 76.59(e) for DISH to manipulate its systems to identify and customize the provision of the Station to the subset of DISH subscribers in the Counties who might be able to receive it, and where applicable to send a truck and technician to DISH subscribers in the Counties who do not receive service from the 129° W.L. orbital slot today.
9. DISH reserves the right to amend this Feasibility Certification at any time due to, among other things, a satellite equipment failure or a different satellite or satellites being brought into service for the area that includes the Counties which has different coverage capabilities than the satellites currently being used.

The foregoing has been prepared using facts of which I have personal knowledge or upon information provided to me. I certify under penalty of perjury that the foregoing is true and correct to the best of my current knowledge, information, and belief.



Alison Minea
DISH Network L.L.C.

Executed on August 19, 2016